



DECLARATION OF TRANSFER TO A LOCKED-IN RETIREMENT ACCOUNT ("LIRA")

Name of Pension Plan Halifax Regional Municipality Pension Plan

CRA Registration Number : 0238063

LIRA Account Number: _____

Social Insurance Number: _____

Applications having been received for a LIRA [a Registered Retirement Savings Plan (RRSP) that meets the requirements set out in Schedule 3 of the Regulations to the Nova Scotia Pension Benefits Act (the "Regulations")], to receive funds in the amount of \$_(plus additional interest and investment earnings, if any) being transferred on a locked-in basis from a Pension Plan governed by the Nova Scotia Pension Benefits Act (the "Act") and the Regulations, the following conditions shall form part of the contract between:

The "Applicant" _____ and

The "Carrier" _____ which establishes the LIRA.

- a) No money in the LIRA, will be withdrawn except,
 - (i) Prior to maturity, to transfer the money to the pension fund of a registered pension plan;
 - (ii) Prior to maturity, to transfer the money to another prescribed retirement savings arrangement that meets the requirements of the Act and the Regulations; or
 - (iii) To purchase an immediate or deferred life annuity provided by a person authorized under the laws of Canada or a province to sell annuities under an insurance contract that meets the requirements of the Act and the Regulations, provided the annuity does not commence on a date earlier than _____ (being ten years prior to the normal retirement date under the Pension Plan).
- b) Money in the LIRA, will not be assigned, charged, anticipated or given as security except as permitted by subsection 88(3) or 90 of the Act and any transaction purporting to assign, charge, anticipate or give as security money transferred, except as permitted by subsection 88(3) or 90 of the Act, is void.
- c) Money in the LIRA will be exempt from execution, seizure or attachment except as permitted by Section 90 of the Act.
- d) Except as permitted in section 69, 90, and 91(5) of the Act or Section 231, 232 and 233 of the Regulations, no money transferred, including interest or investment earnings, will be commuted or surrendered during the lifetime of the Applicant and any transaction that purports to surrender or commute the money in the LIRA is void.
- e) The Carrier will not permit any subsequent transfer except,
 - (i) Where the transfer is permitted under the Act and the Regulations, and
 - (ii) The subsequent Carrier agrees to administer the amount transferred as a pension or deferred pension in accordance with the Act and the Regulations.
- f) The Carrier will advise in writing any subsequent Carrier that the amount transferred must be administered as a pension or deferred pension under the Act and the Regulations.
- g) On the death of the Applicant of the registered retirement savings arrangement, the spouse or common-law partner, or if there is no spouse or common-law partner, the beneficiary or the estate of the Applicant, shall be entitled to the full value of the LIRA.

Date **Signature of Officer of Carrier** Name (please print)

Address and phone number of Carrier

Date **Signature of Applicant**

DECLARATION BY APPLICANT

I waive the right to demand any amendment to my LIRA which would disqualify it for the purpose of registration under the Income Tax Act of Canada.

Date **Signature of Applicant**

SIGNATURE OF THE PLAN ADMINISTRATOR (to be completed by the HRM Pension Plan Office)

The commuted value of the pension benefit which is the subject of the transfer specified above was determined on a basis which did not differentiate on the basis of sex.

Date **Signature of Plan Administrator** Name (please print)

**UNLESS THIS FORM IS FULLY COMPLETED, NO TRANSFER OF FUNDS WILL OCCUR
ORIGINAL SIGNED FORM MUST BE SUBMITTED BEFORE PAYMENT IS PROCESSED**